

Exhibit B



DAVID J HEISE
C/O SATURN CORPORATION
INDIRECT MATERIALS SUPPLIER MGR
P.O. BOX 1500 MD 371-999-G15
SPRING HILL, TN 37174

AVERITT EXPRESS INC.
3515 CLEBURNE ROAD
COLUMBIA, TN 38401
PURCHASE ORDER
ORIGINAL COPIES



S A T U R N C O R P O R A T I O N
P U R C H A S E O R D E R

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PURCHASE ORDER NBR: 000124011

TO: AVERITT EXPRESS INC.
3515 CLEBURNE ROAD
COLUMBIA, TN 38401

IMPORTANT:

THE PO NUMBER AND PO ITEM
NUMBER MUST APPEAR ON ALL
INQUIRIES, INVOICES,
PACKING SLIPS, BILLS OF
LADING AND REFERENCE.

SUPPLIER MGR: 284
DAVID J HEISE

EFFECTIVE DATE: 03/26/08
EXPIRATION DATE: 06/28/09

RETURN ADDRESS: DAVID J HEISE
C/O SATURN CORPORATION
INDIRECT MATERIALS SUPPLIER MGR
P.O. BOX 1500 MD 371-999-G15
SPRING HILL, TN 37174

PHONE NBR: (931) 486-8742

ACKNOWLEDGEMENT REQUIRED (Y/N): N

NOTES:

CALIBRATION

SUPPLIERS OF CALIBRATION SERVICES SHALL HAVE READILY
AVAILABLE OBJECTIVE EVIDENCE OF:

- FULL COMPLIANCE TO CLAUSE 4.11.2.B.1 OF QSR, QS9000, 3RD
EDITION, 1998 INCLUDING EITHER:

- * ACCREDITATION TO ISO/IEC GUIDE 25, OR NATIONAL
EQUIVALENT,
- * MEETING THE INTENT OF ISO/IEC GUIDE 25, OR NATIONAL
EQUIVALENT THROUGH ASSESSMENT BY AN OEM CUSTOMER OR
OEM CUSTOMER APPROVED SECOND PARTY,
- * BEING THE ORIGINAL MANUFACTURER OF EQUIPMENT FOR
WHICH A QUALIFIED CALIBRATION LABORATORY DOES NOT
EXIST, OR EQUIPMENT IS STILL UNDER ORIGINAL
WARRANTY/SERVICE AGREEMENT,
- * A DOCUMENTED AND APPROVED PROGRAM TO ASSURE COMPLIANCE.

- CALIBRATION TO MANUFACTURER'S ORIGINAL EQUIPMENT
SPECIFICATIONS, UNLESS OTHER ACCEPTANCE CRITERIA TO BE
PROVIDED WITH SPECIFIC REFERENCE TO THE



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APPROPRIATE METHOD(S) UTILIZED PER ELEMENT 10 OF ISO/IEC GUIDE 25, AS A MINIMUM.

SUPPLIERS OF CALIBRATION AND TESTING SERVICES SHALL FURNISH A LONG FORM CERTIFICATE (ONE THAT REFLECTS SPECIFIC CALIBRATION RESULTS) FOR EACH PIECE OF EQUIPMENT OR DEVICE CALIBRATED UPON COMPLETION OF THE CALIBRATION ACTIVITY. THE CERTIFICATE SHALL CONTAIN THE INFORMATION CONTAINED IN ELEMENT 13.2 OF ISO/IEC GUIDE 25, AS A MINIMUM.

SALES TAX

SATURN CORPORATION IS AUTHORIZED TO PAY SALES OR USE TAXES DIRECTLY TO THE STATE OF TENNESSEE UNDER PERMIT NUMBER 10-0315259 AND TO THE STATE OF MICHIGAN UNDER PERMIT NUMBER 38-2577506.

SPARE PARTS FOR MACHINERY & EQUIPMENT

SELLER, AS A PROVIDER OF MACHINERY AND EQUIPMENT, SHALL ENSURE THE AVAILABILITY OF MATERIALS, GOODS, AND SERVICES TO SUPPORT SUCH MACHINERY AND EQUIPMENT. SPARE PARTS REQUIREMENTS SHALL BE PROVIDED TO BUYER BY SELLER OR THROUGH ITS EXISTING FRANCHISES AND DISTRIBUTORS.

PURCHASE ORDER EXTENSION

THE TERM OF THIS PURCHASE ORDER SHALL BE ONE YEAR FROM THE DATE SET FORTH ABOVE. NO LATER THAN NINETY (90) DAYS PRIOR TO THE ABOVE EXPIRATION DATE OF THIS PURCHASE ORDER, THE SELLER SHALL SUBMIT ITS PROPOSED PRICES FOR PRODUCTS AND OR SERVICES FOR THE UPCOMING YEAR. THEREAFTER, THE PARTIES SHALL MEET AS FREQUENTLY AS NECESSARY TO NEGOTIATE IN GOOD FAITH SUCH PRICES AND OTHER TERMS OF MUTUAL INTEREST.

IF AGREEMENT CANNOT BE REACHED, THIS PURCHASE ORDER WILL EXPIRE ACCORDING TO ITS TERMS, IN WHICH EVENT NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER BECAUSE OF SUCH EXPIRATION. WITHOUT LIMITING THE FOREGOING, THE SELLER ACKNOWLEDGES AND AGREES THAT ANY EXPENDITURES OR COMMITMENTS THAT ARE MADE FOR FACILITIES AND ARE MADE AT ITS OWN SOLE RISK AND EXPENSE.

IF AGREEMENT IS REACHED, THIS PURCHASE ORDER WILL BE RENEWED FOR AN ADDITIONAL ONE-YEAR PERIOD AND WILL BE MODIFIED ACCORDINGLY.

INVOICE REQUIREMENTS AND PAYMENT TERMS
TO ENSURE PROMPT PAYMENT AND AVOID INVOICE REJECTION, ALL INVOICES MUST REFERENCE P.O. & LINE AND BE MAILED TO:
* *GM/SPRING HILL MANUFACTURING, ATTN: ELLA ANDERSON,



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(MD 371-999-G15), 100 SATURN PARKWAY, SPRING HILL, TN 37174

PAYMENT WILL BE MADE ACCORDING TO THE PAYMENT TERMS OF THIS PURCHASE ORDER. BUYER'S LIABILITY FOR THIS ITEM WILL BE CALCULATED FROM OUR POINT OF RECEIPT.

RELEASING MATERIALS, GOODS & SERVICES

DELIVERIES OR PROVISION OF THE GOODS OR SERVICES COVERED BY THIS PURCHASE ORDER SHALL BE IN THE QUANTITIES AND AT THE TIMES SPECIFIED IN BUYER'S RELEASE/KANBAN DOCUMENT(S) OR AUTHORIZATION(S). ALL SELLER DOCUMENTS GENERATED IN CONNECTION WITH ANY SUCH DELIVERIES OR PROVISIONS SHALL REFERENCE THE APPROPRIATE MATERIAL EVENT NUMBER(S) ISSUED BY BUYER.

TO ASSIST SELLER IN ITS RECONCILIATIONS OF SHIPMENTS TO AND PAYMENTS FROM BUYER, BUYER'S REMITTANCE ADVICE(S) SHALL LIKEWISE REFERENCE THE MATERIAL EVENT NUMBER(S).

DOCUMENTATION REQUIREMENTS

AMOUNTS INVOICED FOR TRAVEL AND LIVING EXPENSES MUST BE SUPPORTED BY COPIES OF EXPENSE REPORTS, TICKETS, LODGING, RENTAL AGREEMENTS, ETC. IN ORDER TO AUTHENTICATE THE VALIDITY OF THESE EXPENSES.

DOCUMENTS MUST BE ATTACHED TO YOUR INVOICE FOR PROMPT PAYMENT.

RETURNABLE PACKAGING

SELLER IS RESPONSIBLE FOR THE MAINTENANCE OF RETURNABLE PACKAGING AND CONTAINERS. SUCH ITEMS SHALL BE KEPT IN GOOD, CLEAN CONDITION AND MARSHALED TO ALL NECESSARY LOCATIONS.

AUDIT

SELLER GRANTS TO SATURN CORPORATION, ACCESS TO ALL PERTINENT LEDGERS, PAYROLL DATA, BOOKS, RECORDS, CORRESPONDENCE, WRITTEN INSTRUCTIONS, DRAWINGS, RECEIPTS, VOUCHERS AND OTHER DOCUMENTS FOR THE PURPOSE OF AUDITING THE CHARGES, ALLOCATIONS, AND PERFORMANCE OF THIS PURCHASE ORDER. THE SELLER MUST SEGREGATE HIS RECORDS IN SUCH A MANNER AS TO FACILITATE A COMPLETE AUDIT AND AGREES THAT SUCH AN AUDIT MAY BE USED AS THE BASIS FOR SETTLEMENT CHARGES AGAINST THIS PURCHASE ORDER. BUYER, OR ITS AUTHORIZED AGENTS, MAY CONDUCT SUCH AN AUDIT DURING THE SELLER'S REGULAR BUSINESS HOURS AND ONLY AFTER REASONABLE NOTICE HAS BEEN GIVEN TO THE SELLER. THE SELLER FURTHER AGREES, FOR THIS PURPOSE, TO PRESERVE ALL OF THE ABOVE ENUMERATED DOCUMENTS



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FOR A PERIOD OF ONE YEAR AFTER FINAL PAYMENT HEREUNDER.

DOCUMENTATION

CERTAIN DOCUMENTS WHICH ARE PROVIDED BY THE BUYER (SATURN) TO THE SELLER UNDER THIS PURCHASE ORDER ARE CONSIDERED CONFIDENTIAL AND PROPRIETARY TO THE BUYER. THESE DOCUMENTS SHALL BE MARKED AS CONFIDENTIAL OR PROPRIETARY AND SHALL BE USED BY THE SELLER FOR THE SOLE PURPOSE OF PROVIDING THE MATERIALS, GOODS OR SERVICES ORDERED. THEY ARE NOT TO BE DISCLOSED BY SELLER TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT OF THE SUPPLIER MANAGER WHO HAS ISSUED THIS ORDER. ALL DOCUMENTS PROVIDED SHALL BE RETURNED PROMPTLY TO BUYER UPON CANCELLATION OR TERMINATION OF THIS ORDER.

INTELLECTUAL PROPERTY

A. OWNERSHIP OF INFORMATION
ALL INFORMATION FURNISHED OR MADE AVAILABLE BY BUYER TO SELLER OR ITS EMPLOYEES OR SUBCONTRACTORS IN CONNECTION WITH THE WORK AND SERVICES TO BE PERFORMED BY SELLER HEREUNDER SHALL BE TREATED AS CONFIDENTIAL BY SELLER AND ITS EMPLOYEES AND SUBCONTRACTORS AND SHALL NOT BE DISCLOSED BY SELLER, ITS EMPLOYEES AND SUBCONTRACTORS TO ANYONE, EITHER IN WHOLE OR IN PART, WITHOUT BUYER'S PRIOR WRITTEN CONSENT.

SELLER AGREES THAT ALL DESIGNS, DRAWINGS, PROCESSES, COMPOSITIONS OF MATERIAL, SPECIFICATIONS, SOFTWARE, MASK WORKS OR OTHER TECHNICAL INFORMATION MADE AND FURNISHED BY SELLER UNDER THIS PURCHASE ORDER, INCLUDING ALL RIGHTS TO PATENTS, TRADEMARKS, COPYRIGHTS, MASK WORKS, TRADE SECRETS, AND OTHER PROPRIETARY INFORMATION PERTAINING TO THE SAME, SHALL BE THE SOLE AND EXCLUSIVE PROPERTY OF BUYER, AND SELLER SHALL PROTECT AGAINST DISCLOSURE TO THIRD PARTIES.

SELLER AGREES THAT, AS TO ALL INVENTIONS, AND IMPROVEMENTS IN SUCH DESIGNS, DRAWINGS, PROCESSES, COMPOSITIONS OF MATERIAL, SPECIFICATIONS, SOFTWARE OR OTHER TECHNICAL INFORMATION OR ALL CREATIONS IN SUCH MASK WORKS MADE AND FURNISHED BY SELLER UNDER THIS PURCHASE ORDER, SELLER WILL PROMPTLY IDENTIFY AND DISCLOSE SUCH INVENTIONS, IMPROVEMENTS AND CREATIONS TO BUYER, EXECUTE OR OBTAIN THE EXECUTION OF ANY PAPERS AS MAY BE NECESSARY TO PERFECT OWNERSHIP OF THE SAME IN BUYER OR AS MAY BE NECESSARY IN THE OBTAINMENT, MAINTENANCE OR ENFORCEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, MASK WORK RIGHT OR OTHER PROPRIETARY RIGHT PERTAINING TO THE SAME.

SELLER AGREES TO REQUIRE SELLER'S EMPLOYEES WHO PERFORM WORK FOR BUYER TO SIGN THE ATTACHED INTELLECTUAL PROPERTY RIGHTS AGREEMENT FORM. SELLER FURTHER AGREES TO WITNESS THE



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SIGNING OF SUCH AGREEMENTS FOR BUYER, TO MAINTAIN SUCH AGREEMENTS ON FILE FOR A PERIOD OF FIVE (5) YEARS AFTER THE COMPLETION OF WORK UNDER THIS PURCHASE ORDER, AND, AT BUYER'S REQUEST AT ANY TIME BEFORE THE END OF THAT FIVE (5) YEAR PERIOD, TO DELIVER ANY OR ALL SUCH SIGNED AGREEMENTS TO BUYER.

B. LICENSES

SELLER HEREBY GRANTS TO BUYER AND TO GENERAL MOTORS CORPORATION AND ITS OTHER 'AFFILIATES' A WORLDWIDE, NON-EXCLUSIVE, FULLY PAID, IRREVOCABLE RIGHT AND LICENSE UNDER ANY PATENTS, UNITED STATES AND FOREIGN, AND UNDER ANY OTHER PROPRIETARY INFORMATION OF SELLER WHICH IT MAY NOW HAVE OR HEREAFTER ACQUIRE TO MAKE, HAVE MADE, USE AND SELL ALL OR ANY PART OF GOODS DEVELOPED UNDER THIS PURCHASE ORDER TOGETHER WITH THE CORRESPONDING RIGHT AND LICENSE TO USE AND HAVE USED PROCESSES AND TO MAKE, HAVE MADE AND USE EQUIPMENT FOR THE MANUFACTURE OF SUCH GOODS. FOR PURPOSES OF THIS SECTION, THE TERM 'AFFILIATE' SHALL MEAN ANY COMPANY IN WHICH GENERAL MOTORS CORPORATION OWNS FIFTY PERCENT (50%) OR MORE OF THE VOTING SHARES OF THE COMPANY.

C. MANUFACTURING KNOW-HOW

IF SELLER INVOLVEMENT INCLUDES THE SUPPLY IN COMMERCIAL QUANTITIES OF ALL OR ANY PART OF GOODS DEVELOPED UNDER THIS PURCHASE ORDER, SELLER SHALL WITHOUT RESTRICTION OF ANY KIND WHATSOEVER DELIVER TO BUYER ALL INFORMATION RELATING TO THE DEVELOPMENT AND MANUFACTURE OF SUCH GOODS IN SUFFICIENT DETAIL TO ENABLE BUYER TO MANUFACTURE THE GOODS. WITHOUT LIMITATION, SUCH INFORMATION SHALL INCLUDE DRAWINGS, SOFTWARE, MASK WORKS, GOODS, PROCESS AND MATERIAL SPECIFICATIONS, PURCHASING SPECIFICATIONS, TOOL ROUTINGS, LABOR ROUTINGS, INSPECTION PROCESSES, GOODS ASSURANCE AND RELIABILITY PROJECTIONS, PROCESS CAPABILITY STUDIES, TEST REPORTS, AND FAILURE MODE AND EFFECTS ANALYSIS STUDIES.

PAYMENT

PAYMENTS MADE FOR MATERIALS, GOODS AND SERVICES PROVIDED TO BUYER UNDER THIS PURCHASE ORDER, WILL BE PAID USING EFT (ELECTRONIC FUNDS TRANSFER.)

IN ACCORD WITH A SEPARATELY EXECUTED AGREEMENT ON RECORD WITH THE BUYER'S FINANCIAL ACTIVITY.

CUSTOMS-TRADE PARTNERSHIP AGAINST TERRIORISM (C-TPAT)

SPECIAL TERMS (U.S.) - C-TPAT

FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE RECOMMENDATIONS OR REQUIREMENTS OF THE UNITED STATES CUSTOMS SERVICE'S



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CUSTOM-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT)
INITIATIVE (FOR INFORMATION, GO TO
[HTTP://WWW.CUSTOMS.USTREAS.GOV/ENFORCEM/TPAT.HTM](http://www.customs.ustreas.gov/enforcem/tpat.htm)).
AT BUYER'S OR THE CUSTOMS SERVICE'S REQUEST, SELLER SHALL
CERTIFY IN WRITING, ITS COMPLIANCE WITH THE FORGOING.
SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM AND
AGAINST ANY LIABILITY, CLAIMS, DEMANDS OR EXPENSES
(INCLUDING ATTORNEY'S OR OTHER PROFESSIONAL FEES) ARISING
FROM OR RELATING TO SELLER'S NONCOMPLIANCE.

ALL PURCHASES THAT ARE MADE UNDER THIS PURCHASE ORDER, WILL
CONFORM TO THE TERMS AND CONDITIONS AND CONTRACTUAL
AGREEMENTS. THIS MANAGEMENT FEE WILL BE EFFECTIVE
APRIL 1, 2008 WITH A FEE OF \$318,659 ANNUALLY FOR SERVICES
OF MOVING INDIRECT MATERIALS ONSITE, TO AND FROM SUPPLIER
OF INDIRECT MATERIALS. THIS FEE IS INCLUSIVE OF WAGES &
BENEFITS, OPERATING EXPENSES, CORPORATE ALLOCATION, AND
PROFIT. THIS FEE INCLUDES 3 PEOPLE, 2 TRACTORS, 2 TRAILERS,
1 FLATBED DELIVERY TO ALL POINTS AND SERVICE LEVEL AS
CURRENTLY PROVIDED.



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ITEM NBR	PART NUMBER	DRAWING NUMBER	SHEET	CHANGE LEVEL	CHANGE DATE	NOA #	NOA REV CODE
00001	N/A						

PART DESCRIPTION
2008 AVERITT INDIRECT MANAGEMENT FEE

TOTAL ORDER QTY	UNIT PRICE	CURR PRICE STATUS	UNIT OF MEASURE DESCRIPTION
1.00	318,659.00000	USD	LOT

STANDARD PACK	UNITS/STD PACK	EFFECTIVE DATE	EXPIRATION DATE	PAYMENT TERMS
	0.0000	04/01/08	04/01/09	2ND DAY 2ND MONTH

SUPPLIER CATALOG ITEM NBR	SUPPLIER CATALOG	FOB DESCRIPTION
		DESTINATION FREIGHT PREPAID

GROSS PRICE DISCOUNT	HAZARDOUS MATERIAL NBR	VERBAL ORDER DATE

WORK ORDER NBR	GENRL LEDGR	SUB ACCT	COST CENTER	INTL CORP
	7000	050000	72100	

FIRST SHIPMENT PROMISE DATE	REQUIRED RECEIPT DATE	SHIP TO BUSINESS ENTITY	SHIP TO FACILITY/DOCK
/ /	/ /		NRTFLD INDIRECT MTL

CARRIER NAME	TRANSPORT MODE
	TRUCK

DELIVERY NOTE: 2008 AVERITT MANAGEMENT FEE

TAX CODE:

APPR. REQUEST PROJECT NBR	LEVEL ONE	LEVEL TWO	LEVEL THREE	FINANCIAL TAG

SELLER HAS READ AND UNDERSTANDS THIS ORDER AND AGREES THAT SELLER'S WRITTEN ACCEPTANCE OR COMMENCEMENT OF ANY WORK OR SERVICE UNDER THIS ORDER SHALL CONSTITUTE SELLER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. ALL TERMS AND CONDITIONS PROPOSED BY SELLER WHICH ARE DIFFERENT FROM OR IN ADDITION TO THIS ORDER ARE UNACCEPTABLE TO BUYER, ARE EXPRESSLY REJECTED BY BUYER, AND SHALL NOT BECOME A PART OF THIS ORDER. ANY MODIFICATIONS TO THIS ORDER SHALL BE MADE IN ACCORDANCE WITH PARAGRAPH 30. HAVE AN AUTHORIZED REPRESENTATIVE EXECUTE THE ACKNOWLEDGEMENT COPY OF THIS ORDER AND RETURN IT TO BUYER.

SUPPLIER MANAGER SIGNATURE

Averitt Express, Inc.

Saturn Scope of Work

I. Program Management

- A. Averitt Supply Chain Solutions (SCS) to be the sole provider of Indirect Materials Delivery System Transportation to and from the Saturn / GM Spring Hill facilities and the Saturn / GM Spring Hill Suppliers of Indirect Materials
- B. Averitt SCS shall provide transportation for scheduled deliveries as defined in the following Scope and attachments, as well as, the management and execution of the Indirect Material Tracking System (IMTS).

II. Program Coverage

A. Supplier Coverage Plan:

- 1. Normal Business Hours - 7:00 – 15:30 Monday - Friday
- 2. Shutdown Coverage - Averitt SCS shall provide coverage during shutdown time as required and agreed upon within the planned shutdown delivery coverage scope.
- 3. After Hours Coverage - Averitt SCS shall provide transportation coverage as required during after hours times. Averitt SCS shall provide this coverage through the use of on-call management personnel with contact being facilitated through the use of on-call cell phone 615-394-1795 or pager 931-489-2778

Averitt Express, Inc.

Saturn Scope of Work

III. Facility Management

- A. Averitt Supply Chain Solutions will not be required to operate a separate facility for the Saturn / GM Spring Hill Indirect Material Delivery System. However, Averitt Supply Chain Solutions will be provide spaced within the Horizon Warehouse managed by HS&S, the newly selected 3rd Party Indirect Material Manager (3PIMM)
- B. HS&S is required to provide the following to Averitt Supply Chain Solutions for their role in the Indirect Material Delivery System:
 - 1. Dock Office Space for Averitt SCS On-Site Manager and related Indirect Material Deliver System required space.
 - 2. IMTS set-up with RF & Batch capability
 - 3. IMTS PC(s) & Printer(s) Location
 - 4. IMTS RF & Batch Scanners on-site
 - 5. IMTS Communications Lines
 - 6. Pre-Sort Tote Storage
 - 7. Pre-Sort Tote Buggies
 - 8. Plastic Pallet Storage
 - 9. Delivery Tote Storage
 - 10. Mobile Equipment for movement and loading of materials (Forklift)
 - 11. Open Dock for Dropping Indirect Delivery Trailer
 - 12. Open Dock & Dock Space for transfer of Indirect Material Less Than Truck Load (LTL) shipments picked up and delivered by Averitt LTL.
- C. Averitt SCS shall provide HS&S the required Worker's Compensation Documentation for having Averitt SCS Associates working within the HS&S warehouse locations.

Averitt Express, Inc.

Saturn Scope of Work

IV. Averitt SCS Pricing Methodology

This area will describe how Averitt SCS prices product and services to Saturn / GM Spring Hill.

- A. For all the Indirect Materials Delivery System services the following Pricing Methodology shall apply.
 - 1. Management Fee Based Pricing for the Indirect Materials Budget related to the Averitt SCS Dedicated On-Site Fleet, Personnel and Expenses. To include but not limited to the following:
 - > Total Direct Operating Expenses
 - > Plus Corporate Support Cost
 - > Plus Profit
 - > Plus Pass-through of Non-Direct Expenses
 - > Equals Total Program Budgeted Cost
- B. Non-Budgeted Pricing related to services not included within the budgeted Scope to include but not limited to the following services:
 - > Direct Material moves
 - > SSPO non-indirect materials moves
 - > Services provided after the defined hours within the Scope
 - > Non-Budgeted Indirect Material move
 - > Non-Indirect Materials move on behalf of Saturn / GM Spring Hill
 - > For any moves related to the Saturn / GM Spring Hill location were Saturn / GM Spring Hill is not the payer of the freight.
- C. Non-Budgeted Rates:
 - > Driver per hour fee = \$35.00
 - > Driver & Tractor per hour fee = \$70.00
 - > Driver, Tractor & Trailer per hour fee = \$75.00
 - > Minimum fee = \$250.00
 - > Internal On-Site Dock to Dock moves minimum = \$50.00
 - > Emergency Van fees = \$50.00 per hour with 2 hour minimum.
- D. After hours, weekends and holiday rates:
 - > The above rates apply with a (4) hour minimum

Averitt Express, Inc.

Saturn Scope of Work

V. Averitt SCS Driver & Dock Activities

This area will describe the Averitt SCS Driver & Dock Associates activities.

- A. Driver Activities include movement of Indirect Materials between the Horizon Warehouse and the Saturn / GM Spring Hill On-Site Facilities, to included the following locations:
 - > Body Systems
 - > General Assembly
 - > Power Train
 - > CUC
 - > Security
 - > SSPO
 - > Northfield
 - > MK Warehouse / Premier
 - > Steel – Siskin & Loftis
 - > Pick-up LTL & Returns
- B. Dock Activates include movement of Indirect Materials within the Horizon warehouse and the related IMTS activity associated with the Indirect Material Program.
 - > Load & Unload all Indirect Material Trailers at Horizon
 - > Scan & Pack Indirect Material from HS&S
 - > Print & Clear all Manifest
 - > Load & Unload Averitt SCS Indirect Material delivery Trailers
 - > Scan empty Totes back to dock
 - > Print Packing List & for totes and Manifest for Delivery
 - > Back-up Delivery Driver
 - > Answer incoming phones calls to the Averitt SCS

Averitt Express, Inc.

Saturn Scope of Work

EXHIBIT A

ATTACHMENT 1

DESCRIPTION OF AVERITT SPECIFIC SCOPE

The Averitt Express, Saturn / GM Spring Hill Program, consist of one distinct Management Element, management and execution of the Indirect Material Delivery System. The following is a brief description of each and a detailed list of Managed Processes within each Managed Element.

- **Indirect Material Delivery System Management**

On-Site Manager is responsible and directly accountable for:

Indirect Material Delivery	Route Scheduling
Warehouse Operations	Equipment Management
Scanner Management	Route Scheduling
Performance Monitoring	Personnel Scheduling
Dedicated Invoicing	Material / Container Scheduling
Payroll	Monthly Audit I/M
Records and files	Back-Up Dock & Driver

Averitt Express, Inc.

Saturn Scope of Work

PAYROLL, EQUIPMENT AND MISC EXPENSE - EXHIBIT E

LISTING OF AVERITT BUDGETED OPERATING EXPENSES

- **PAYROLL**
 - One Indirect Material Delivery Driver
 - One Indirect Material Delivery Dock & Back-Up Driver
 - One Indirect Material Delivery System On-Site Manager
- **EQUIPMENT**
 - Two Single Axle Tractors
 - Two 53' Van Trailers
 - One Delivery Cargo Van
- **MISCELLANEOUS**
 - Mileage – 31,250 Budgeted Miles for Indirect Material Delivery System
 - Covers the following expenses:
 - Insurance
 - Tires
 - Maintenance
 - License & Permits
 - Fuel
- **PASS-THROUGH**
 - Warehouse & Office Supplies/Equipment
 - New IMTS Delivery Totes & Skids
 - Travel Expense
 - Pager
 - Cell Phone